

General Terms and Conditions of Purchase



1. Scope of application

- 1.1 Our General Terms and Conditions of Purchase shall apply to all our purchasing transactions (purchase contracts, contracts for the supply of work and materials as well as contracts for the supply of work and services regarding the processing or remodeling of items provided by us), provided that the Supplier is acting in the course of a business, is a public law legal entity or a special fund under public law (Section 310 sub-section (1) of the German Civil Code (BGB)).
- 1.2 Our General Terms and Conditions of Purchase shall apply exclusively, even if we accept deliveries or services without reservation in the knowledge of conflicting or deviating terms and conditions of the Supplier; such conflicting or deviating terms and conditions shall only be binding on us if we have expressly agreed to their validity in writing. This shall also apply to any previously agreed contractual terms and conditions of the Supplier which conflict with or supplement these Terms and Conditions of Purchase and which are hereby no longer accepted.
- 1.3 These General Terms and Conditions of Purchase shall also apply as a framework agreement for all future purchasing transactions with the Supplier.

2. Quotation, order confirmation, orders, changes/additions

- 2.1 Any deviations from our enquiry must be expressly indicated in Supplier's quotation.
- 2.2 Our order can be accepted within three working days of receipt by an order confirmation issued by the Supplier in electronic format. After expiry of this period, we shall no longer be bound by our order. Any delayed or deviating order confirmation shall be deemed a new offer and requires our acceptance in electronic format.
- 2.3 If we place an order in electronic format, the contract shall be deemed to have been concluded on the terms and conditions set out in our order unless the Supplier objects to these terms and conditions in electronic format immediately after receipt of the order.
- 2.4 After conclusion of the contract, we shall be entitled to request such changes to the delivery item and the other delivery conditions (changes in performance) as are reasonable for the Supplier in terms of type and scope; the effects of such changes in performance (in particular additional/reduced costs, delivery dates) shall be taken into account appropriately.
- 2.5 All agreements between us and the Supplier are set out in the contract in electronic format for verification purposes. Subject to proof to the contrary, a written contract or our confirmation in electronic format shall be definitive in terms of the content of any overriding individual agreement. Legally relevant declarations and notifications given by the Supplier (e.g. setting of deadlines, reminders, cancellation) must be given in electronic format.

3. Supply by sample, sample variation, third party involvement, change of supply source

- 3.1 If delivery by sample has been agreed, the contract is subject to the condition precedent of our approval of the sample (purchase on approval, section 454 of the German Civil Code (BGB)) in the absence of an agreement to the contrary.
- 3.2 Any deviation from an approved sample requires our prior consent in electronic format, which the Supplier must request in electronic format by submitting the new sample. The same applies to deviations from release protocols.
- 3.3 The involvement of third parties as subcontractors is only permitted with our prior written consent. A third party engaged by the Supplier shall generally be deemed to be its vicarious agent, including where we have consented to the same.
- 3.4 Where the Supplier has notified us of its source of supply of materials upon or after conclusion of the contract, it must notify us of any intended change in good time, stating the new source of supply. We shall be entitled to declare our reservations about the new source of supply and, at our discretion, to demand suitable evidence of the qualification of the new source of supply free of charge. Irrespective of the aforesaid, the Supplier shall remain fully responsible for its selection.

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4. Delivery dates, act of god, call off deliveries, part deliveries

- 4.1** Delivery dates are binding. Delivery times stated by us run from the date of our order. Receipt of the goods by us shall be decisive for compliance with the delivery date or delivery period. If, by way of exception, delivery DDP in accordance with Incoterms® 2020 has not been agreed, the Supplier must make the goods available in good time, taking into account the time for loading and dispatch to be agreed with the forwarding agent.
- 4.2** If agreed deadlines are not met, the statutory provisions shall apply. If the Supplier anticipates that it is unlikely to meet the delivery date, it must notify us in writing without delay, stating the reasons and the expected delay. The occurrence of any default shall remain unaffected by this.
- 4.3** In the event of a default in delivery, we shall also be entitled - in addition to further statutory claims - to demand lump-sum compensation for the damage caused by the default in the amount of 0.5% of the net price of the goods delivered late per calendar day, but not more than 5% in total. The assertion of further claims for damages remains unaffected by this. However, the lump sum compensation shall be offset against such damages.
- 4.4** We may, at our reasonable discretion, make a replacement purchase at Supplier's expense to avert consequential damage caused by the delay. A grace period need not be set if the immediate replacement purchase is justified after weighing up the interests of both parties.
- 4.5** The Supplier must notify us immediately of acts of god and other impediments to performance for which the Supplier is not responsible. In the event of such impediments to performance, the delivery times and deadlines shall be extended by the period of time between receipt of the notification and the end of the impediment to performance; the same shall apply in relation to acceptance and other co-operation deadlines to be met by us for such performance obstacles in our sphere. If, however, the delivery is no longer commercially viable for us in view of the delay on the part of the Supplier, we may terminate the contract.
- 4.6** Within the framework of an overall delivery obligation (blanket order), each individual call-off delivery shall be binding on the Supplier in terms of quantity and delivery date except where the Supplier objects to the individual call-off delivery in electronic format within two working days. Stock production or ordering prior to individual call-off deliveries shall be at the Supplier's risk.
- 4.7** We reserve the right to reject premature deliveries or store them at Supplier's expense and risk.
- 4.8** Partl deliveries are only permitted with our consent in electronic format.

5. Delivery, passing of risk, title, delay in acceptance

- 5.1** Passing on our order to third parties or subcontractors requires our written consent. In the event of a breach of this provision, we shall be entitled to rescind the contract. Third parties and subcontractors are deemed to be vicarious agents of the Supplier. The Supplier shall bear the procurement risk for its services.
- 5.2** Unless otherwise agreed, delivery shall be made "delivered duty paid" to the named place of destination (DDP Incoterms® 2020); this is also the place of performance. If no place of destination is specified, our registered office shall be deemed the place of destination.
- 5.3** In any event, the Supplier must take out sufficient transport insurance and provide us with requisite evidence on request. Where the invoicing of shipping cost to us has been agreed we shall determine the carrier and mode of transport. Where we bear packaging costs, the cost price shall be charged by the Supplier; reusable packaging shall be credited in full if it is returned to the Supplier carriage paid.
- 5.4** All shipping documents, delivery notes and invoices must include our order details (date, order number, article number) in addition to the usual commercial details. The customs declaration of origin must be enclosed with the first delivery without request.
- 5.5** Title to the delivery item shall pass to us unconditionally upon delivery or acceptance, irrespective of payment of the price. All forms of extended and/or prolonged retention of title are excluded.

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- 5.6 The risk of accidental loss and deterioration of the delivery item shall pass to us on delivery at the place of performance. Where acceptance has been agreed the acceptance date shall be definitive in terms of the transfer of risk.
- 5.7 The statutory provisions shall apply to the occurrence of our default of acceptance.
- 5.8 We shall receive simple rights of use, unlimited in time and place, including the right to make backup copies of software supplied.

6. Price, payment, pre-payments, discount

- 6.1 The price stated in the order is binding and includes delivery DDP Incoterms® 2020 to the destination stated in the order, including packaging and any other additional costs. Price reservations are not accepted. The place of performance in terms of payment is our place of business.
- 6.2 Payment periods shall not commence before receipt of the delivery item and a proper invoice (cf. Section 5.2) and not before the agreed delivery date.
- 6.3 Any agreed advance payments shall not become due until we are in receipt of an unlimited, directly enforceable guarantee from a credit institution or credit insurer authorized in the European Union in the amount of the advance payment (advance payment guarantee). Such guarantee must be free of charge to us and will be returned to the Supplier after the final payment has become due or reimbursement of any overpayment.
- 6.4 Payments due shall be made within 14 days of receipt of the invoice subject to a 3% discount or within 90 days of receipt of the invoice without deduction. We do not owe any interest on maturity; claims to interest on arrears remain unaffected.
- 6.5 Our payments will only be remitted to the Supplier; an assignment of Supplier's payment claim or an authorization of third parties to collect payment is excluded.

7. Compliance with the law, regulatory requirements and norms

- 7.1 The Supplier guarantees that the delivery item, which shall include all processes, products and services provided (including packaging, where applicable), complies with the statutory provisions applicable at the place of performance, the exporting and importing country as well as all applicable regulations and guidelines of authorities and trade associations and norms (e.g. DIN, ISO, etc.). In particular, the Supplier guarantees that the delivery item does not cause any harmful environmental effects or other hazards, significant disadvantages or nuisances for the environment and/or our employees, is properly labelled, where required, with regard to substances or preparations that are the subject of the applicable legal provisions on hazardous substances, and that the EU safety data sheet to be provided to us, where required, is complete and correct. If the delivery item requires special monitoring measures due to legal and official requirements, the Supplier is obliged to declare these requirements clearly and unambiguously. The Supplier further guarantees that the delivery item complies with the CE labelling regulations. The Supplier shall provide us with a corresponding declaration of conformity without being requested to do so
- 7.2 The Supplier undertakes to comply with all relevant statutory provisions, in particular anti-corruption and money laundering laws as well as antitrust, labor and environmental protection regulations. In particular, the Supplier undertakes to ensure that all applicable statutory provisions and internationally recognized standards for the protection of the environment and respect for human rights, in particular prohibitions of child and forced labor and discrimination, regulations on minimum wages as well as the safety and fundamental rights of employees are complied with. The Supplier shall also provide training and further education to ensure compliance with the aforesaid obligations.
- 7.3 The Supplier shall ensure that he obtains the aforesaid undertakings from his sub-suppliers.
- 7.4 On request the Supplier shall provide us with evidence of compliance with the aforesaid undertakings by obtaining and transmitting appropriate documentation. The Supplier shall respond to requests regarding compliance with the aforesaid obligations within a reasonable period of time. In case of suspicion the Supplier must clarify possible violations without delay and inform us of the violation and the result of any actions undertaken. Where the Supplier's

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- 7.5** suspicion is confirmed he must disclose the identity of his sub-suppliers. In addition the Supplier must inform us within a reasonable period of the action it has taken to prevent further violations in the future.
- 7.6** In the event of a culpable breach of the aforesaid obligations the Supplier shall indemnify us against all third party claims and undertakes to reimburse any fine imposed on us as a result of the violation. In the event of serious breaches we reserve the right to rescind contracts or terminate them with immediate effect.
- 7.7** The Supplier shall inform us in electronic format of all applicable export and customs regulations where the delivery item is subject to any export restrictions or authorization requirements. The Supplier shall indicate the origin of the delivery item and on request shall issue a certificate of origin or a long-term Supplier's declaration. The Supplier shall also submit all documents required for any import customs declaration.

8. Liability for defects, duty to examine, limitation period

- 8.1** In the event of material defects and defects in title (including operating instructions) we shall be entitled to exercise our statutory rights unless otherwise specified below. Notwithstanding section 442 sub-section 1 2nd sentence of the German Civil Code (BGB) we shall also be entitled to exercise claims for defects without restriction if the defect remained unknown to us at the time the contract was made due to gross negligence.
- 8.2** In any event, those product descriptions which - in particular by designation or reference in our order - are the subject of the respective contract or have been included in this contract shall be deemed to be an agreement on the quality of the delivery item. It makes no difference whether the product description originates from us, the Supplier or the manufacturer. In addition, the deliveries must comply with the statutory and official regulations (in particular with regard to occupational safety, accident prevention and other safety regulations) as well as the generally recognized rules of technology (in particular DIN standards and VDE regulations).
- 8.3** Subsequent performance shall also include the removal of the defective delivery items and reinstallation, provided that the delivery items have been installed in or attached to another item in accordance with their nature and intended use; our statutory claim to reimbursement or corresponding expenses shall remain unaffected. The place of performance for subsequent performance is the place where the delivery item is located at the time of notification of the defect. In the event of unjustified requests to remedy defects, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.
- 8.4** Where subsequent performance has failed or is unreasonable, we can rescind the contract without setting a further deadline and return the delivery item to the Supplier at its cost and expense. In these and other urgent cases, in particular to avert acute danger or avoid major damage where it is no longer possible to set the Supplier even a short deadline, we can remedy the defect ourselves or have it remedied by a third party at the Supplier's expense. Where a delivery item of the same type is repeatedly delivered in a defective state we shall be entitled, following written notification, to rescind the contract and demand compensation for damages including for the unfulfilled scope of performance.
- 8.5** Notwithstanding any exclusion or further easing of any statutory inspection obligations, we shall only inspect the delivery item for visual defects upon receipt. Our obligation to give notice of hidden defects remains unaffected. Notification shall be deemed timely if sent within 10 working days from discovery - in the case of visual defects from delivery. In this respect, the Supplier waives the defense of late notification of defects. The Supplier shall bear any inspection costs initiated due to discovered defects.
- 8.6** Where receipt, acceptance or inspection of the delivery item is delayed by circumstances which we cannot foresee and avert despite reasonable care (force majeure, labor disputes, unrest, regulatory measures) the period for acceptance and for notification of defects shall be extended accordingly.
- 8.7** Where a material defect becomes apparent within six months from the transfer or risk, it shall be assumed that the delivery item was already defective at the time risk passed except where such assumption is incompatible with the nature of the delivery item or the defect.

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- 8.8** Where we take back the delivery item or products manufactured by us using the delivery item from our customer due to a defect in the delivery item in existence when risk transferred to us or where our customer reduced the price as a result of such defect, we shall be entitled to demand compensation from the Supplier for all expenses incurred in relation to our customer. There is no requirement that a deadline be set in order to assert our compensation claim. Such claim shall lapse not earlier than two months after we have fulfilled our customer's claim and not later than seven years after delivery.
- 8.9** The general limitation period for claims under warranty is three years from delivery (transfer of risk). Where a delivery item has in accordance with its normal use been used for building construction and is defective the limitation period is five years and six months from the transfer of risk. Where acceptance has been agreed the limitation period shall commence on acceptance. Any longer statutory limitation periods shall take precedence. The limitation period for claims under warranty shall be suspended upon Supplier's receipt of our notification of defects.
- 8.10** The Supplier shall be responsible for the fault of its sub-contractors as if it were its own fault.

9. Right of recourse against suppliers, rescission

- 9.1** Our statutory rights of recourse within the supply chain in accordance with sections 445a, 445b, 478 of the German Civil Code (BGB) shall be available to us without restriction in addition to our claims under warranty. In particular we are entitled to demand exactly the same type of subsequent performance from the Supplier that we owe our customer in each individual case. This shall not restrict our statutory right of choice pursuant to section 439 sub-section (1) of the German Civil Code (BGB).
- 9.2** Before we acknowledge or fulfil a claim under warranty asserted by our customer (including reimbursement of expenses pursuant to sections 445a sub-section (1), 439 sub-sections (2) and (3) of the German Civil Code (BGB)), we shall notify the Supplier and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not received from the Supplier within a reasonable period of time and no amicable solution is reached, the warranty claim in fact granted by us shall be deemed to be owed to our customer. In such circumstances, the Supplier shall be responsible for providing evidence to the contrary.
- 9.3** Our claims arising under our statutory rights of recourse within the supply chain shall also apply if the defective goods have been further processed by us or by another contractor – e.g. by installation in another product.
- 9.4** Notwithstanding the statutory rights of rescission, which remain unaffected, we are entitled to rescind the contract where a significant deterioration in the financial circumstances of the Supplier occurs or threatens to occur thereby endangering the Supplier's ability to supply us at all.

10. Intellectual property rights, product liability

- 10.1** The Supplier guarantees that the delivery item is free of third party property rights at the time of acceptance and does not infringe patents or any other third party property rights (including any pending application) alternatively that the Supplier is authorized to use such third party property rights. In the event of the latter the Supplier shall inform us of such property rights on request. Where third party property rights are used the Supplier shall ensure that use of the delivery item is permitted in all countries in which corresponding industrial property rights exist. Without prejudice to our claim to indemnification and damages we shall be entitled to acquire rights of use to such industrial property rights for the delivery item at the Supplier's expense.
- 10.2** Where the Supplier culpably breaches this obligation, it shall indemnify us and our customers against all third-party claims arising from the actual or alleged infringement of the property rights and shall bear all costs and expenses incurred in relation thereto (including, without limitation, all associated legal costs resulting from a duty to abstain from use).
- 10.3** The Supplier shall take out and maintain product liability insurance with an insured amount of not less than 10 (ten) million Euros per claim for personal injury or property damage.
- 10.4** The Supplier shall inform us of possible product defects and hazards caused by the products as soon as it becomes aware of the same.

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10.5 The Supplier shall indemnify us against all third party product liability claims insofar as the circumstances giving rise to liability (to include without limitation material based errors, design errors, instruction errors or inadequate product monitoring) were under its control and organization and shall reimburse us all expenses incurred as a result. This shall apply in particular to expenses incurred as a result of a recall campaign which was implemented to prevent personal injury or significant property damage insofar as we were entitled to consider these expenses necessary under the circumstances. Where possible and reasonable we shall inform the Supplier of the content and scope of recall measures and give him an opportunity to comment. Any contributory negligence on our part shall be taken into account. Further legal claims remain unaffected.

10.6 Where our customer justifiably applies a reference market recall procedure or a comparable procedure in the automotive industry against us due to a defect in our product we shall be entitled to apply this procedure against the Supplier provided that the defect was at least partly caused by Supplier's product.

10.7 The limitation period for indemnification claims is three years. It shall commence at the end of the year in which the claim arose and in which we became aware of the circumstances giving rise to the claim and the identity of the debtor or should have become aware of the same but for our gross negligence. Any longer statutory limitation periods shall take precedence.

11. Rights of set-off and retention

We are entitled to exercise rights of set-off and retention to the extent permitted by law. The Supplier is only permitted to offset amounts which are undisputed or have been determined by a court of law without further recourse to appeal. The Supplier is only permitted to exercise a right of retention where such right is based on a counterclaim which is undisputed or has been determined by a court of law without further recourse to appeal and is based on the same contractual relationship.

12. Documents, production materials, models and tools

12.1 Documents of any kind which we provide to the Supplier for the submission of a quotation or for performance of the contract, such as samples, drawings and the like, remain our property; they may not be reproduced, made accessible to third parties or used for any purpose other than the contractual purpose. Such documents must be returned by the Supplier without request where they are no longer required for performance of the contract.

12.2 Production tools manufactured by the Supplier according to our documents and specifications to include without limitation dies, templates matrices, models, samples, tools, molds, welding templates, data processing programs, may only be used for the purpose of the contract and not for Supplier's own purpose; the Supplier shall neither offer or make the same available to third parties.

12.3 Where under the terms of the contract we bear the tool or model costs, it is hereby agreed that title to such tools or models shall pass to us on completion or upon their first use for production purposes, whichever occurs earlier – and that the Supplier shall store the same for us free of charge.

12.4 Tools, models, parts and other items provided by us remain our property. Items provided by us which are to be processed or remodeled as agreed shall be deemed to have been processed or remodeled by the Supplier on our behalf. Where such items are processed, combined or mixed with other items which are not our property, we shall acquire co-ownership of the new item in the ratio of the value of our item to the value of the other items at the time of processing, combining or mixing. If processing, combining or mixing is carried out in such a way that Supplier's item is to be regarded as the main item, it is agreed that the Supplier shall transfer co-ownership to us on a pro rata basis. In the event we refuse to accept the delivery item due to late or defective delivery, this shall not affect our rights of ownership.

12.5 Tools, models and other items which under clauses 12.3 and 12.4 above are or become our property shall be insured by the Supplier at its own expense against damage caused by fire, water, storm, burglary and vandalism and the insured sum shall be adequate to cover the replacement value. The Supplier hereby undertakes to irrevocably assign to us his claims for compensation under the insurance. The Supplier is obliged to carry out any necessary maintenance, inspection, servicing and repair works in good time and at his own expense.

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13. Non disclosure

13.1 The Supplier shall treat all commercial and technical information in connection with the contract and its performance – in particular documents of any kind, which we provide to the Supplier for the submission of his quotation or performance of the contract – confidentially. The Supplier shall maintain confidentiality even after performance of the contract and is only authorized to reproduce such information within the scope of its operational requirements and subject to copyright law. Disclosure may only be made to third parties upon our consent in electronic format. The non-disclosure obligation shall cease where the information contained in the documents provided is in the public domain.

13.2 The Supplier undertakes to ensure that his suppliers or sub-contractors are bound by the same obligations of non-disclosure.

14. Place of performance, jurisdiction, applicable law

14.1 The place of performance for the supply of all goods and services is the agreed place of delivery for the delivery item. Place of performance for payment is 75203 Königsbach.

14.2 Place of jurisdiction is Pforzheim. We also reserve the right to sue the supplier at his place of business.

14.3 The applicable law is the law of the Federal Republic of Germany excluding its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods.

Stand: October, 19th 2023